

**AGREEMENT**

Between

**FORT CHERRY EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

And The

**FORT CHERRY SCHOOL DISTRICT**

# Finalized Agreement

Between

**FORT CHERRY EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION**

and the

**FORT CHERRY SCHOOL DISTRICT**

**May 23, 2017**

# AGREEMENT

between

FORT CHERRY EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

and the

BOARD OF SCHOOL DIRECTORS  
FORT CHERRY SCHOOL DISTRICT  
COUNTY OF WASHINGTON, PA

July 1, 2017  
to  
June 30, 2022

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This Agreement entered into this 23 day of May 2017, by and between the Fort Cherry School District, hereinafter called the "District" and the Fort Cherry Educational Support Personnel Association, PSEA-NEA, hereinafter called the "Union."

**WITNESSETH**

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following contractual covenants, it is hereby agreed as follows:

**ARTICLE I**  
**LENGTH OF CONTRACT**

The parties agree that this Agreement shall begin on July 1, 2017, and shall continue in full force and effect until June 30, 2022; and thereafter, it will be automatically renewed unless either party gives the other written notice by registered mail on or before December 1, 2022, that it proposes certain changes therein.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

A "grievance" is hereby defined as a complaint by an employee, group of employees, or the Union regarding the meaning, interpretation, or application of any provision in this Agreement.

2. Days

The term "days" as used herein shall mean days excluding Saturdays, Sundays, holidays, or days observed as such.

B. Steps in the Grievance Procedure

1. Level One

In the event that an employee, a group of employees, or the Union believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her Director within ten (10) working days of when the employee knew or reasonably should have known of the event giving rise to the grievance, either directly or through the Union's designated representative, with the objective of resolving the matter informally.

2. Level Two

If the matter is not adjusted in Level One, and the employee desires further consideration of the matter, it must be filed in writing on standard grievance forms, agreed upon by the parties, and submitted to the Director of Facilities, in the event the employee is a custodian or a cleaner, to the Director of Food Services, in the event the employee is a cook, or to the Building Principal, if applicable, within ten (10) working days after the Level One conference. The Supervisor/Principal shall record his/her answer on the form and return it to the employee within ten (10) working days after the Level Two conference.

3. Level Three

In order for a grievance to be further considered, it must be appealed by the Union within ten (10) working days of the answer at Level Three for a discussion with the Superintendent. The Superintendent, or his/her designee, shall hold a conference within ten (10) working days. The Superintendent shall file a written decision within ten (10) working days after the close of the conference.

4. Level Four

Any grievance that has been processed in accordance with the provisions of the preceding section of this Agreement, but not satisfactorily settled, may be appealed by the Union to binding arbitration as provided in Section 903 of Act 195 within twenty (20) working days of the decision at Level Four. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the Pennsylvania Mediation and Conciliation Service for a panel of seven (7) disinterested persons qualified and willing to act as impartial arbitrators. From such lists, the grievant and the District shall alternatively strike one name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as the impartial arbitrator.



C. Miscellaneous Grievance Procedures

1. The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings as the case may be, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved and upon the parties to this Agreement. Where a dispute related to the scale of wages or benefits in any way, any decision rendered shall not be retroactive beyond eleven (11) days prior to the date on which the dispute was first presented as a grievance in writing. The fees and expenses of the arbitrator shall be borne in equal shares by the District and the Union. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall confine himself/herself to the precise issues submitted to arbitration and he/she shall have no authority to determine any other issues not so submitted to him/her. The arbitrator is authorized only to clarify and interpret the express terms, provisions, or clauses of this Agreement, and the arbitrator shall not have the authority to enlarge, alter, modify, delete, or change the express terms, provisions, or clauses of this Agreement.
2. If the District's decision at any level is not appealed to the next level within the same time limit specified, that particular grievance shall be considered settled on the basis of such decision, and shall not be eligible for further appeal or grievance.
3. If the District's representative does not respond within the specified time limit at any stage of the grievance procedure, the grievant has the right to process the grievance to the next level without a response.
4. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a duly authorized representative selected or approved by the Union.
5. All meetings, hearings and other activity under this grievance procedure shall be conducted outside normal working hours.
6. If in the judgment of the Union, a grievance affects the entire bargaining unit, the Union may submit such grievance, in writing to the Superintendent directly and the processing of such a grievance shall be commenced at Level Four. If such grievance affects a particular group or class of employees, the Union may submit such grievance in writing to the Director of Facilities or Food Services directly and the processing of such a grievance shall commence at Level Two.

**ARTICLE III**  
**RIGHTS OF THE PARTIES**

A. Savings Clause

Nothing contained herein shall be construed to deny or restrict to either party or to any employee such rights as it may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations, except as modified by the terms of this Agreement. The rights granted to either party hereunder shall be deemed to be in addition to those provided in the aforementioned laws and regulations.

B. Non-Discrimination Clause

There shall be no discrimination, restraint, or coercion against any employee because of membership or non-membership in the Union.

C. District Policy

It is a continuing policy of the District and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex.

D. No Strike - No Lockout

As a condition of the various provisions of this Agreement to which the parties have agreed, the Union pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the District pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

E. Right to Discipline

The District reserves the right to discipline, suspend, demote, or discharge any employee or employees who violate the provisions of paragraph D of this Article.

F. Management Rights

The management of the District's Facilities and Operations and direction of its working forces, including, but not limited to the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations shall be retained by and be vested exclusively in the District. The District has the right to schedule and assign work to be performed and the right to hire, re-hire, evaluate, promote, recall, transfer or lay off employees because of lack of work and to demote, suspend or discipline for just cause.

G. Just Cause Provision

No employee shall be disciplined or reduced in rank or compensation or deprived of any advantage without just cause. Any such action asserted by the District or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employees and the Union.

H. Union Activity

There shall be no Union activity on District time.

I. Authorized Grievance Representatives

The Union shall designate annually the employees who shall be certified as the authorized grievance representative for all grievance matters.

J. Association Leave

The Association may attend District meetings, regarding legal, contractual, and personnel matters, without loss of pay and/or time.

The Union shall be permitted to send one (1) representative annually for one (1) day without loss of pay to attend conferences or conventions of State or National affiliated organizations. Such leave shall not be cumulative.

K. Use of Buildings

The Union shall have the right, upon reasonable request, to use school buildings at reasonable times outside of the normal workweek for meetings. All requests for the use of buildings shall be directed to the Principal of the building in question or appropriate District forms within a reasonable time prior to the desired use. All reasonable expenses incident to such use shall be borne by the Union.

L. Summer Employment of Students

During the summer, the School District is permitted to employ students (current students or former students of Fort Cherry) to perform bargaining unit duties, provided all employees, who want to work, are working a forty-hour workweek at that time. Under no circumstances shall any students be used to furlough any employee or reduce any employee's hours. The intention of the utilization of these students is to supplement bargaining unit employees and not to replace them.

The following rates of pay for summer employment of non-collective bargaining unit members for cleaners and cafeteria workers will be:

2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
\$12.25/hr.	\$12.75/hr.	\$13.25/hr.	\$13.75/hr.	\$14.25/hr.

M. Summer Employment of Employees

There will be a two (2) week window, prior to the end of school, to sign up for the summer employment. If an employee does not sign up or if the employee leaves, once summer employment begins, that employee will not be permitted to work during that summer. A student replacement will be hired only if no other bargaining unit employee is able or willing to fill the summer position. The rate of pay for employees working a summer position will be equal to the regular rate of pay for that position; for instance, a part-time custodian working a summer position will receive the regular rate of pay for a custodian. The District retains the right to set the number of open summer cleaner positions annually.

Cleaner and cafeteria employees who are required to work over the winter holiday or any other time that they are not regularly scheduled to work will be paid at the regular rate for work performed.

N. Safe Working Conditions

No employee shall perform duties under conditions hazardous to their health or safety. In the event of a bomb scare no employee shall be required to perform safety and/or security measures.

In the event of an evacuation, no employee shall be required to remain in the building, or return to the building, without appropriate protective gear. This does not apply to emergency drills, including but not limited to fire drills, weather drills, and/or crisis drills.

**ARTICLE IV**  
**ILLNESS OR DISABILITY**

A. Sick Leave

1. Employees shall be allowed one (1) day of sick leave for each month, or fraction thereof (nine (9) month employees shall be allowed a maximum of ten (10) days per year) of service within the District and may accumulate unlimited sick leave. One (1) day of sick leave pay shall be paid based upon the regularly scheduled hours of work for that employee.

2. Employees shall be eligible to take such leave after fifteen (15) days of service with the District. In the event of an illness or disability in excess of three (3) or more consecutive days, the employee shall give unto the District, a doctor's certificate. The District may require an employee to present a doctor's certificate for an illness or disability of less than three (3) days when the employee has already taken more than ten (10) days sick leave in one (1) contract year or when the District believes sick leave is being abused.

B. Written Account of Sick Leave

Written account of sick leave shall be printed on District pay stub, if District pay stub does not provide sick leave account, then a written statement shall be provided to the employee by September 30<sup>th</sup> of each school year.

C. Workers' Compensation

An employee shall not be paid sick leave nor shall be charged for sick days for the period of time that he/she is on Workers' Compensation.

D. Retirement Pay

When an employee retires, the District shall pay the retiree the daily substitute rate for all unused sick days up to 100 days.

**ARTICLE V**  
**OTHER LEAVES OF ABSENCE PROVISIONS**

A. Pregnancy Disability Leave

1. The beginning date for a pregnancy disability leave shall be determined jointly by the employee's physician and the employee upon the employee's physician's certification of disability with a written notification to the District of the beginning date of the leave. The employee shall notify the District of her pregnancy as promptly as practical so that staffing can be secured. The School District shall retain the authority to have the employee examined by its physician to determine disability.
2. The pregnancy disability leave shall be for an unpaid period of at least eight (8) weeks. If in the event that the employee's disability continues for some reason related to pregnancy or childbirth, the unpaid leave of absence may be extended upon proper written, medical certification for up to twelve (12) months from the beginning date of the leave. If the employee wishes to return to work prior to the expiration of the pregnancy disability leave and her physician or the School District physician certifies her ability to assume her duties, she may do so. The employee, when returning to her employment prior to the expiration of the pregnancy disability leave, shall notify the District at least thirty (30) days prior to her returning to work

3. During the period of the pregnancy disability leave, the employee shall receive no salary, retirement benefits, or credit for seniority. Insurance and hospitalization coverage may be maintained during such leave at the employee's expense. All other rights and benefits as a member of the bargaining unit shall be retained during such leave.
4. The employee returning from pregnancy disability leave as set forth above shall be returned to the same or equivalent position she occupied prior to the leave. An employee shall be entitled to a position with the District following a leave taken under this Section only if the employee would have retained such a position had the leave of absence not been taken.
5. Pregnancy disability leave shall be subject to change only by mutual agreement between the employee and the District in a written statement signed by the Superintendent. An employee shall be entitled to a position with the District following a leave taken under this Section only if the employee would have retained such a position had the leave of absence not been taken.
6. While on pregnancy disability leave, as herein defined, the employee is entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom pursuant to the terms of Article IV of this Agreement and according to guidelines by the Equal Employment Opportunity Commission, Part 1504.10, issued under the Civil Rights Act of 1964.
7. The parties agree that the School District shall comply with any federal or state law requiring family or medical leave. The parties also agree, however, that any leave required by federal or state law shall be taken at the same time as leaves set forth in this Agreement.

B. Bereavement Leave

1. In the event of the death of a member of the immediate family of an employee, said employee shall be entitled to three (3) working days of absence. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or near relative who resides in the same household. Such leave must be taken at the time of death and burial.
2. In the event of the death of a near relative of an employee, said employee shall be entitled to one (1) day leave of absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild.

C. Medical Leave of Absence

1. If an employee is unable to work because of a medically certified incapacitating illness or disability and has used all of his or her sick leave, the District shall grant the employee an unpaid leave of absence for up to one (1) year.
2. The employee shall submit a written report for leave and a certificate from the employee's physician verifying that the leave is necessary. Whenever possible, the employee shall submit the written report for a medical disability leave at least thirty (30) days before the leave is to commence. Any employee on a medical leave of absence shall also be required to give the District written notice of the employee's intent to return to work at least thirty (30) days prior to the date the employee intends to return to work, along with a certificate from the employee's physician stating that the employee is capable of returning to work.
3. During the period of such leave of absence, the employee shall not receive any salary or fringe benefits, and shall not receive any seniority credit, or credit toward retirement. Insurance and hospitalization coverage may be maintained during such leave at the employee's expense.

**ARTICLE VI**  
**TEMPORARY LEAVE OF ABSENCE**

A. Personal Leave

Three (3) days per year of personal leave will be granted to all employees for personal, legal, business, household, or family matters which required absence during work hours.

Notice to the employee's direct Supervisor and/or Principal for personal leave shall be made at least three (3) days before taking such leave except in the case of unusual emergencies. In no case shall such leave be taken on the day before or day after a holiday without the express permission of the employee's direct Supervisor and/or Principal.

B. Leave Without Pay

Employees may be granted leave without pay at the sole discretion of the District for any reason for a period not to exceed one (1) year.

**ARTICLE VII**  
**HOLIDAYS AND VACATIONS**

A. Enumeration of Holidays

For the purpose of this Agreement, the District shall designate ten (10) holidays annually. These holidays shall include New Year's Day, Good Friday, First Day of Buck Season, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day [when school is not in session. Should school be in session on any of these days, additional time off with pay will be granted at a mutually agreed upon time.]

B. Holiday Pay Base

Each twelve (12) month employee, otherwise eligible, who is scheduled to work on such a holiday shall be paid his standard hourly wage rate for such holiday times the number of hours he would otherwise normally work up to a maximum of eight (8) hours.

C. Holiday Pay Rate

All work directed to be performed on a holiday shall be paid at one and one-half the standard hourly wage rate. If an employee who was scheduled to work works on a holiday and is assigned to work less than eight (8) hours on such holiday, the balance of the hours shall be paid in accordance with paragraph B above.

D. Eligibility for Holiday Pay

In order for a twelve (12) month employee to be eligible to receive holiday pay as provided in paragraph B above, an employee must:

1. Be actively employed by the District at least ninety (90) workdays prior to a holiday, or day observed as such; and
2. Have worked for the District during the last four (4) hours of his assigned shift of the last scheduled workday immediately preceding and during the first four (4) hours of his assigned shift on the first scheduled workday immediately following the holiday in question, on which he was scheduled to work by the District unless his failure to perform such work for the District was authorized by the District because of established illness; and



3. Have worked, been on vacation from work or has provided a doctor's certificate for sick leave, within the two (2) calendar week period preceding and the two (2) calendar week period following a holiday.

A. Eligibility for Vacations

To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must:

1. Be a full-time employee as defined in Article VIII I. herein.
2. Be assigned to a twelve (12) month schedule.
3. Have one (1) year or more of continuous service as defined in Article VIII, paragraph B, herein.
4. Have worked in at least seventy-five percent (75%) of the payroll periods in the six (6) months next preceding the requested vacation.
5. An employee otherwise eligible for a vacation shall forfeit such right if he quits without two weeks' written notice.

B. Vacation Schedule

Any otherwise eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during this Agreement shall receive a vacation corresponding to such years of service as shown in the following table:

<b>Full Years of Service as of July 1</b>	<b>Weeks of Vacation</b>
Less than one (1) year	0
One (1) year but less than eight (8)	2
Eight (8) years but less than fifteen (15)	3
Fifteen (15) years or more	4

\*After probationary period, all eligible employees will receive one week of vacation during the existing school year.

C. Scheduling of Vacations

Vacations will, so far as practical, be granted at time most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the District in order to ensure the orderly operation of the District. Each employee granted a vacation will be paid forty (40) hours pay per week of eligible vacation at the rate of the job which he/she is performing during the twelve (12) weeks preceding the vacation.

Employees may use, on non-consecutive work days, no more than five (5) separate vacation days per year by simply notifying the supervisor the day before. For all other days of vacation, prior approval for vacation must be obtained.

**ARTICLE VIII**  
**SENIORITY, LAYOFF, RECALL, AND OTHER CONDITIONS**

A. Classifications

The Employer shall recognize the following classifications of employees during the terms of the Agreement:

Facilities Department:

1. Maintenance
2. Custodial
3. Cleaner

Food Service Department:

1. Food Service (Cafeteria)

The parties to this Agreement recognize that job security in the event of promotions and transfers should increase in proportion to the length of continual service and that in the administration of this section the intent will be that whenever practicable, full consideration shall be given continuous service in such cases. In recognition, however, the responsibility of the District for efficient operations it is understood and agreed that in all cases of promotion and transfers, the following factors as listed below shall be considered:

1. Work Performance (evaluation/observation)
2. Ability to perform the work
3. Physical fitness
4. Length of continuous service

District will make every effort to promote from within before advertising any position for hire outside the bargaining unit. However, final decision to promote, transfer or lay off shall be vested exclusively in the District, subject to the Agreement.

B. Continuous Service

Continuous service, in each job classification per department, shall be calculated from the date of first employment as a regular employee or re-employment following a break in continuous service, in accordance with the following provisions:

1. There shall be no deduction for any time lost which does not constitute a break in continuous service.
2. Continuous service shall be broken by:
  - a. Discharge;
  - b. Absence for three (3) consecutive work days without notice to and permission from the Supervisor except where such notice could not reasonably be supplied under the circumstances;
  - c. Absence due to physical disability or layoff, which continues for more than eighteen (18) consecutive months;
  - d. Voluntary termination of employment;
  - e. Failure by an employee on layoff to report to work within ten (10) calendar days after being notified of recall by certified mail at his last address according to School District records.

C. Seniority List

Within ninety (90) calendar days of the beginning of this Agreement, the District shall post an up-to-date seniority list showing the length of each employee's continuous service. This list shall also be available to the Union upon request. An employee shall have a period of thirty (30) calendar days after posting in which to challenge the seniority list by notifying the District and the Union in writing. At the end of the thirty (30) calendar days period, the District and the Union shall meet and attempt to resolve any challenges to the list. Any challenges the parties are unable to resolve may be submitted to the grievance procedure by the request of either the District or the Union, within fifteen (15) calendar days of the end of the thirty (30) calendar days day period or the meeting, whichever is sooner.

D. Probationary Period

New employees, including those hired after a break in continuity of service, shall be regarded as probationary employees for the first sixty (60) working days of actual work from date of hire. During such period, such employees may be laid off or discharged as exclusively determined by the District.

E. Department Seniority

Seniority shall be department seniority among the maintenance, custodial, cleaner, and food service departments. When permanent or long-term temporary vacancies occur in the positions of maintenance, custodian, cleaner, or food service, such vacancies shall be posted by the District for five (5) working days, excluding Saturday and Sunday, provided that the employee who quits or otherwise terminated his position shall have given unto the District two (2) weeks' notice in writing of his intention to terminate. Employees who wish to be considered for the position must submit their request in writing to the Superintendent's Office during the posting period. The posting shall include the title of the position and a general description of qualifications and job duties.

The posting shall also note current shift and building location, but such notation shall not be a guarantee of continued assignment to a particular shift or location. Applicants shall be considered according to Section A of this Article. A long-term temporary vacancy shall be one that the School District anticipates shall last over ten (10) work days. The final decision to fill such vacancies shall be made by the District.

F. Normal Hours of Work

This paragraph defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This paragraph shall not be considered as any basis for the calculation of payment of overtime which is covered in Paragraph G hereafter.

1. The normal workday for full time employees shall be eight (8) hours of work in a twenty-four (24) hour period and forty (40) hours in a one (1) week period. The normal workday for food service employees shall be no less than two and one-half (2.5) hours of work in a twenty-four (24) hour period. Part-time employees normal hours of work shall be twenty (20) hours in a one (1) week period, and no more than thirty- six (36) hours in a one (1) week period.

2. The normal work pattern shall be five (5) workdays in any seven (7) consecutive day periods. The seven (7) consecutive day period is a period of 168 consecutive hours (which may become 152 hours depending upon a change in shift) and may begin on any day of the calendar week. (A normal work pattern may also consist of more or less than five (5) workdays.) The normal two (2) days off shall be consecutive days off, except for emergencies or vacancies caused by events listed in the following paragraph.
3. Any employee who reports for work as directed, or who has completed his normal workday and is required to leave the premises and report back to work in the same twenty-four (24) hour period shall be paid for two (2) hours or actual work hours, whichever is greater.

G. Payroll Week/Overtime

1. The payroll week for twelve (12) month employees shall consist of seven (7) consecutive days beginning at 12:01 AM on Sundays and for nine (9) month employees shall consist of those days when the students are in session beginning at 12:01 AM on Sundays. Overtime pay shall be calculated on this payroll week, but may be paid in the next subsequent pay when pay days occur during a partial week.
2. The workday for the purposes of this paragraph is the twenty-four (24) hour period beginning with the time the employee begins work.
3. The regular rate of pay shall mean the standard wage rate which the employee would have received for the work assigned had it been performed during non-overtime hours.
4. Overtime at the rate of one-and-one-half (1.5) times the regular rate of pay shall be paid for all work in excess of forty (40) hours in a workweek.
5. Payment of overtime rate shall not be duplicated for the same hours worked. Hours compensated for at overtime rate shall not be counted further for any purposes in determining overtime liability under the same or any other provisions of this Agreement, provided, however, that a holiday which is not worked, shall not be counted for purposes of computing overtime liability.
6. Overtime in all categories will be granted on a rotating seniority basis within the employee's specialty area starting with the most senior employee and progressing down the seniority list as overtime opportunities present themselves. Overtime rotation lists must be posted and maintained by Department Directors/Supervisors.

7. On Act 80 days, food service employees may work their regular hours and be required to clean and/or maintain cafeteria/kitchen equipment and perform other maintenance related to the food service department at the discretion of the District. The granted work will be assigned through a rotation list based on seniority maintained and posted by Department Directors/Supervisors.

H. Time Register or Time Clock Provision

At the request of the District, all employees shall sign a time register or use a time clock together with a description of the work that they have performed.

I. Full-Time Employee Definition

A regular full-time employee shall be defined as a person hired by the action of the Board of School Directors for a regular position requiring a minimum of six and half (6.5) hours work daily during, a payroll week.

J. Change of Shift Provision

An employee shall receive seven (7) calendar days' notice before his or her permanent shift or building assignment is changed. This section shall not apply to emergency or temporary assignments.

K. Layoff and Recall

1. In all cases of layoff and recall, including where buildings are closed or positions are abolished, seniority in each classification shall be the basis for such action, provided the employee possesses the necessary qualifications to perform available work. Employees shall be recalled in the reverse order in which they were laid off.
2. If an employee is laid off, the District shall pay for the hospitalization and life insurance to the end of the month in which the employee is laid off.
3. If the School District reduces the regular hours of an employee, that employee shall be permitted to replace a more junior employee within the same job classification who has been assigned a greater number of hours, provided the more senior employee is qualified to do the work. The location and schedule of the employees shall remain within the discretion of the School District.

**ARTICLE IX**  
**INSURANCE PROTECTION**

All eligibility and benefits negotiated in this Collective Bargaining Agreement shall be in accordance with the terms of the plan or plans obtained by the employer.

A. Full-Time Employee Benefits

The School District shall provide for each full-time employee as defined in Article VIII (I): All eligible full-time employees will be enrolled in the Districts Health Care Plan (or a plan offering equal benefits) provided that the employee's dependent/s do not have health coverage available to him or her through another employer or are not covered by a governmental plan. The employer of a dependent will provide a letter stating that, "There is no coverage offered to the spouse and/or dependent/s." Plan Options below:

a. **Equivalent to Professional Employees  
(as per the Teachers Collective Bargaining Agreement):**

**Custodians/Maintenance – Twelve (12) Month Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$50/month	\$55/month	\$55/month	\$58/month	\$60/month
Dependent	\$70/month	\$75/month	\$75/month	\$78/month	\$80/month

**Cleaners/Cafeteria – Full Time One Hundred Eighty (180) Day Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$35/month	\$40/month	\$40/month	\$48/month	\$50/month
Dependent	\$50/month	\$55/month	\$55/month	\$58/month	\$60/month

b. **Current Plan N Revised (See benefits attached):**

**Custodians/Maintenance – Twelve (12) Month Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$45/month	\$45/month	\$50/month	\$50/month	\$60/month
Dependent	\$70/month	\$70/month	\$75/month	\$75/month	\$85/month

**Cleaners/Cafeteria – Full Time One Hundred Eighty (180) Day Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$35/month	\$35/month	\$40/month	\$40/month	\$50/month
Dependent	\$50/month	\$50/month	\$65/month	\$65/month	\$75/month

c. **Plan (See benefits attached):**

**Custodians/Maintenance – Twelve (12) Month Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$30/month	\$30/month	\$35/month	\$35/month	\$45/month
Dependent	\$55/month	\$55/month	\$65/month	\$65/month	\$75/month

**Cleaners/Cafeteria – Full Time One Hundred Eighty (180) Days Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$20/month	\$20/month	\$30/month	\$30/month	\$40/month
Dependent	\$40/month	\$40/month	\$50/month	\$50/month	\$60/month

d. **Gold Plan (See benefits attached):**

**Custodians/Maintenance – Twelve (12) Month Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$20/month	\$20/month	\$30/month	\$30/month	\$40/month
Dependent	\$40/month	\$40/month	\$50/month	\$50/month	\$60/month

**Cleaners/Cafeteria – Full Time One Hundred Eighty (180) Days Employees**

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Individual	\$10/month	\$10/month	\$20/month	\$20/month	\$30/month
Dependent	\$20/month	\$20/month	\$30/month	\$30/month	\$40/month

2. Accident Policy Income Protection Plan (15th Day Coverage) or the equivalent thereof as follows: \$1,000.00 per month coverage - 15th day.
3. The determination of an "Equivalent Plan" in the above paragraphs shall be made by the District.
4. All of the benefits specified in this Exhibit shall be coordinated and not duplicated. There shall be no duplication of the benefits under this Agreement by way of Hospitalization benefits or dental benefits available to the employee and such benefits shall be coordinated with similar coverage provided by other employers to the employee's spouses, so that covered occurrences shall be indemnified only once.
5. In the event that the cost of an employee health and welfare program exceeds the thresholds defined under the Patient Protection and Affordable Care Act (ACA) or regulatory replacement and an excise tax (Cadillac Tax) is payable, then any employee who elects such a plan will have the option of having the imposed excise tax (40% of any amount above the threshold specified by the ACA or regulatory



replacement) deducted through payroll withholdings, or may elect, at any time, a lower cost health care plan currently outlined in the Collective Bargaining Agreement (CBA).

The District will notify affected employees within fifteen (15) calendar days of receiving notice that a plan's premiums will cause imposition of excise tax; and the employee has forty-five (45) calendar days of said notice to notify District of agreement to withhold taxable amount or modify enrollment to lesser plan within the Collective Bargaining Agreement (CBA).

Reference to the Patient Protection and Affordable Care Act (ACA) and the excise tax (Cadillac Tax) includes any statutory or regulatory amendment, or statutory or regulatory replacement, to the ACA and/or the excise tax (Cadillac Tax).

B. Group Term Life Insurance

Group Term Life Insurance in the amount of thirty thousand dollars (\$30,000) shall be provided and paid for by the School District for each full-time employee.

C. Vision Insurance

Individual Vision Insurance shall be provided with the same plan provided under the previous collective bargaining agreement for each twelve-month employee at District expense limited to \$7.00 per month.

D. Dental Insurance

The District shall provide one hundred percent (100%) of the premium cost for the Blue Cross/Blue Shield Dental Care Family Coverage or the equivalent thereof during the term of this Agreement upon proper execution of the proper application by each eligible employee and acceptance by the carrier in accordance with normal insurance standards.

E. Benefit Buy-Out

1. The Fort Cherry School District shall pay a minimum of seventy-five (75%) of the total monthly health insurance premium of the individual plan to any employee who elects not to participate in the District's medical benefits plan. The payment will be based on upon the individual plan only.
2. Any employee who elects to participate in this benefit buy-out plan will be able to re-enroll into the plan one (1) time during the life of the current contract. Re-enrollment will be accomplished immediately at the request of the employee with no "waiting period" for re-enrollment.
3. The District will adopt an IRS Code Section 125 Plan to protect employee benefits. If any portion of this agreement or any such Section 125 Plan is deemed invalid or out of compliance with applicable laws and/or regulation, or if any portion of this agreement would cause the benefits of employees not selecting this option to become taxable, then this provision will be null and void.

**ARTICLE X**  
**WAGES, HOURS AND OTHER CONDITIONS**

A. Standard Hourly Wage Rates

Standard hourly wage rate, as established below, shall apply during such time as an employee is assigned to work on such job. All wage increases will take effect on the contract year's July 1 date.

<b>JOB</b>	<b>7/1/17 – 6/30/18</b>	<b>7/1/18 – 6/30/19</b>	<b>7/1/19 – 6/30/20</b>	<b>7/1/20 – 6/30/21</b>	<b>7/1/21 – 6/30/22</b>
Cleaner	\$ 18.94	\$ 19.37	\$ 19.81	\$ 20.29	\$ 20.80
Cook	\$ 18.94	\$ 19.37	\$ 19.81	\$ 20.29	\$ 20.80
Custodian / Maintenance	\$ 21.53	\$ 22.02	\$ 22.52	\$ 23.06	\$ 23.64

Apprentice rates for newly hired employees:

Year 1 of employment	75% of the contractual rate
Year 2 of employment	85% of the contractual rate
Year 3 of employment	90% of the contractual rate
Year 4 of employment	95% of the contractual rate
Year 5 of employment	100% of the contractual rate

All new employees hired after September 1, 2007, will be paid a percentage of the contracted hourly rate for the first (1<sup>st</sup>) four (4) years. Beginning with the 5th year of employment, they will receive contract rate.

\*After four (4) years on apprentice schedule employee will assume regular rate within the job classification of the employed position.

B. General Nature of Job Descriptions

All job descriptions will be filed in Central Office of the School District. In addition, a copy of all updated job descriptions will be located in the Department Director's Office.

District will provide local Association President with copies of all job descriptions yearly. Any changes in job description will be made in consult with local Association representative(s).

C. No Wage-Rate Inequity

No basis shall exist for an employee to allege that a wage-rate inequity exists and no grievance on behalf of an employee alleging a wage-rate inequity shall be initiated or processed during the term of this Agreement which is more than thirty (30) working days old.

D. Monthly Paydays

The monthly payday shall continue in accordance with present arrangements. If the number of or calendar days of paydays is changed for the majority of the District's employees, equivalent changes shall also be made for the employees covered by this Agreement. Nine (9) or ten (10) month employees may have their pay divided over twelve (12) months, provided that they shall have given written notice to the District each year prior to September 1.

E. Federal Pay Board Limitations

The District shall implement the wage changes described above to the fullest extent permitted by law and administrative regulation thereunder. If the Federal Pay Board or other federal agency imposes any limitation in the wages and benefits provided by this settlement agreement, the amount so limited shall become effective on the removal of such limitation.

F. Supervisors Perform Work

Nothing herein contained shall be deemed to prevent supervisors from performing those tasks which they have performed in the past or as assigned by the District.

G. Physical Examinations

Any employee required to have a physical examination as a regular part of his employment shall have the right to be examined by his own physician. If the employee uses the services of the school physician, the District shall pay the full cost of the examination.

H. Substitute Work Assignments

1. Full-time Employees as Subs

When an employee fills in for another employee in a higher paying position at the direction of the District, he/she shall receive their current rate or the pay rate of the absent employee, whichever is greater.

When a substitute fills in for an employee for fifteen (15) consecutive days or more, at the direction of the District, he/she shall receive 75% of the regular rate of pay for that classification from and after the fifteenth (15th) day.

2. Part-time Employees as Subs

When a part-time employee is needed to work extra hours because no subs are available, the hours shall be offered to the most senior part-time employee who is available and that employee will be paid for all hours at his/her regular rate of pay.

3. Overtime of any Employee

Overtime in all categories will be granted on a rotating seniority basis within the employee's specialty area, starting with the most senior employee's specialty area, starting with the most senior employee and progressing down the seniority list as overtime opportunities present themselves. Overtime rotation lists must be posted and maintained by Department Director and/or Department Supervisor.

I. Shift Differential

An additional \$.25 an hour shall be paid to custodians who are required to work alone in buildings between 11:00 PM and 7:00 AM. This differential will be paid to only one (1) custodian on this shift, even if he/she is responsible for a split building assignment.

The District agrees to employ one part-time food service worker to work the breakfast program in both schools.

J. Head Custodian

The District shall assign one (1) Head Maintenance/Custodian to assist the Director of Facilities in the delegation of work when needed. The District shall select the most qualified daylight maintenance/custodial employee to serve in this position. The Head Maintenance/Custodian shall develop with the Supervisor a protocol procedure to be used in emergency situations and shall serve as the team leader for the maintenance/custodial staff. The Head Maintenance/Custodian shall be paid an additional twenty-five dollars (\$25) per day (for an eight (8) hour day), when the Director/Supervisor is away from work.

K. Payment for Certification/Tuition

Any employee who currently possesses specialized program certifications for HVAC, Electronics, Plumbing, Carpentry, or Culinary Arts shall receive a payment of one thousand two hundred fifty dollars (\$1250) per year by the District. Any employee who desires to obtain additional specialized certifications during the life of this Agreement shall also be paid this annual stipend upon successful attainment of the certification, providing however, that the employee has received prior administration approval for the plan of study.

The District shall reimburse employees who successfully complete certification programs that have been pre-approved by the Administration for tuition costs up to one thousand dollars (\$1000) per year. In receiving tuition reimbursement, the employee agrees to remain in service to the District for two (2) full school terms (July 1 through June 30) following the completion of the course for which the District has reimbursed tuition. If an employee receives tuition reimbursement but leaves the District for any reason prior to fulfilling this requirement, the employee will be required to pay back the entire reimbursement amount (made within the preceding two (2) full school terms) to the District within 30 days.

L. Payment of Clearances

The District shall reimburse employees for the total cost of all required clearances.

M. Clothing Allowance

Each custodial and maintenance employee shall be given a one-time allowance during this Agreement up to five hundred dollars (\$500) to purchase necessary footwear and/or overalls for the job and/or position the employee currently holds. Employees shall submit receipts for the purchase of said footwear and/or overalls to the District Business Office.

**ARTICLE XI**  
**MEMBERSHIP DUES DEDUCTION**

A. Deduction From Salary

The District agrees to deduct from the salaries of members of the local union, the Pennsylvania State Education Association, and the National Education Association as said members authorize the District to deduct and transmit the monies by check promptly to the Pennsylvania State Education Association, on behalf of the Fort Cherry Educational Support Personnel Association PSEA-NEA.

1. Upon proper authorization from the employee, the School District agrees to deduct dues from union members' pay in eighteen (18) equal semi-monthly payments beginning September 30 through the school term.

B. List Supplied to District

No later than September 1, the Fort Cherry Educational Support Personnel Association PSEA-NEA will provide the District with a list of those employees who have authorized the District to deduct dues for the Association in Paragraph A above.

C. Hold Harmless Clause

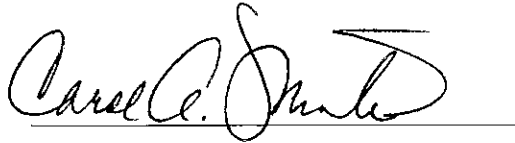
The Union shall indemnify and hold the District harmless against any and all claims, suits, order or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

**ARTICLE XII**  
**ENTIRE AGREEMENT**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. The parties hereto agree that this Agreement constitutes the entire Agreement between the parties, and that no additional negotiations concerning this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

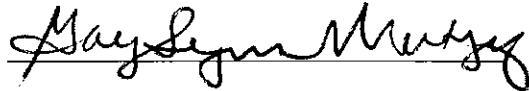
IN WITNESS WHEREOF, the Union has caused this Agreement to be signed by its President and Secretary and the District has caused this Agreement to be signed by the President of its Board of School Directors, attested by its secretary, and its Corporate Seal to placed thereon, on the day and year first above written.

WITNESS:



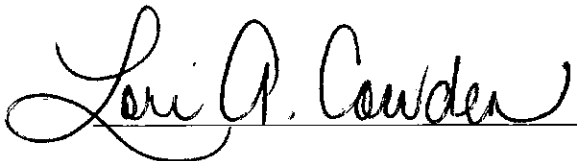
Chief Negotiator, PSEA

FORT CHERRY EDUCATIONAL  
PERSONNEL, PSEA/NEA:



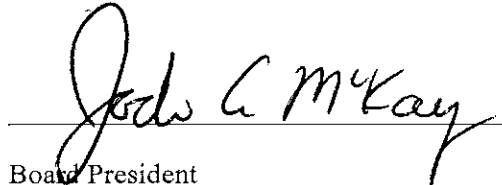
Local President

WITNESS:



Board Secretary

FORT CHERRY SCHOOL DISTRICT



Board President